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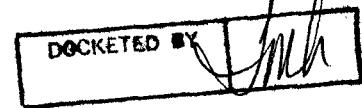
DOCKETED BY

May 26, 1998

Arizona Corporation Commission
DOCKETED

MAY 26 1998

Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007



RE: Docket No. T-00000B-97-0238

To The Commission:

Attached is AT&T's Reply Testimony to U S WEST's April 13, 1998 271
Compliance Filing regarding the above mentioned matter.

Sincerely,

Mary B. Tribby DP

Mary B. Tribby

Attachment

cc: Certificate of Service

BEFORE THE ARIZONA CORPORATION COMMISSION

JAMES M. IRVIN

Chairman

RENZ D. JENNINGS

Commissioner

CARL J. KUNASEK

Commissioner

IN THE MATTER OF THE Investigation)
into U S WEST Communications, Inc.'s)
Compliance with Section 271 of the)
Telecommunications Act of 1996)

DOCKET NO. T-00000-97-0238

REPLY TESTIMONY OF

KENNETH WILSON

ON BEHALF OF

AT&T COMMUNICATIONS

OF THE MOUNTAIN STATES, INC.

REGARDING U S WEST'S APRIL 13, 1997

SECTION 271 COMPLIANCE FILING

MAY 26, 1998

Arizona Corporation Commission
DOCKETED

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1

2

I. INTRODUCTION AND QUALIFICATIONS

3

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

4

A. My name is Kenneth Wilson. My business address is 1875 Lawrence St., Denver,
5 CO 80202.

6

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

7

A. I am the Business Management Director for AT&T's Local Service Organization
8 in Denver. I have been the lead negotiator for AT&T, working with U S WEST
9 for the past two years developing interconnection agreements under the 1996
10 Telecommunications Act of 1996 (the "Act"). I am also AT&T's senior technical
11 manager in Denver, and I have a group of technical experts that work for me in
12 Denver focusing on planning systems interfaces and local infrastructure.

13

Q. PLEASE DESCRIBE YOUR EDUCATION.

14

A. I have a Masters of Science in Electrical Engineering from the University of
15 Illinois, a Bachelors of Science in Electrical Engineering from Oklahoma State
16 University, and I have completed all course work and the qualifying exam for a
17 Ph.D. in Electrical Engineering at the University of Illinois. I have twenty years
18 experience in the telecommunications industry. For fifteen of those years, I
19 worked at Bell Telephone Labs in New Jersey in a variety of positions including
20 network planning, network design and network performance. For the past four

1 years, I have been engaged in all phases of AT&T's efforts to enter the local
2 telecommunications market.

3
4 **II. STATEMENT OF SCOPE AND SUMMARY**

5 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

6 A. The purpose of my testimony is to review the terms and conditions under which
7 U S WEST is purportedly offering new entrants in Arizona the following
8 checklist items established under Section 271 of the Act:

- 9 • Checklist Item (vii) -- Non-discriminatory access to 911 and E911,
10 Directory Assistance and Operator Services;
- 11 • Checklist Item (viii) --Directory Listings;
- 12 • Checklist Item (ix) -- Non-discriminatory access to telephone numbers
13 for assignment to CLEC customers;
- 14 • Checklist Item (x) --Non-discriminatory access to unbundled signaling
15 and databases necessary for call routing and completion; and
- 16 • Checklist Item (xii) -- Non-discriminatory access to services or
17 information to allow local dialing parity.

18
19 **Q. WHAT CONCLUSION DO YOU REACH?**

20 A. U S WEST's submission to this Commission regarding the above checklist items
21 does not meet the requirements of the Act necessary for interLATA relief. The

1 analysis of each checklist item as presented below will show that U S WEST's
2 claims of compliance suffer varying degrees of infirmity for each checklist item
3 and that U S WEST has not shown for any item that it has complied with the Act.¹

4 **Q. DO YOU OR THE COMMISSION HAVE ENOUGH INFORMATION TO**
5 **FULLY ANALYZE U S WEST'S COMPLIANCE WITH THE FIVE**
6 **CHECKLIST ITEMS IT HAS PUT FORTH?**

7 A. No. There is one critical overarching concern in the attempt to evaluate a
8 partial 271 filing: can the Commission be assured that U S WEST has met all of
9 the necessary requirements on any of the checklist items without examining all
10 fourteen of the checklist items in detail? After reviewing the U S WEST filing on
11 the five checklist items that it has submitted, my response to this question is a
12 resounding NO for one overarching reason. In addition to proof that can provide
13 access to each checklist item, U S WEST must also show, under Section 271
14 (c)(2)(B)(ii), checklist item ii, that it is providing non-discriminatory access to all
15 unbundled network elements, including the checklist items included in this filing.
16 This requires U S WEST to demonstrate that the network elements access it
17 provides to new entrants is equal in quality to the access it provides to itself, its

¹ AT&T has attempted to obtain more information from U S WEST regarding the adequacy of its compliance with the checklist through the filing of discovery questions, but U S WEST has refused to answer those questions and sought a Protective Order from the Commission.

1 affiliates, and its own retail customers.² U S WEST's filing here does not meet
2 the standard of proof to show nondiscrimination.

3 There are two primary failings in U S WEST's claim to provide
4 nondiscriminatory access. First, U S WEST takes the position that all unbundled
5 element access must take place through an intermediate "SPOT" frame. As I
6 discuss in more detail later in my testimony, this requirement necessarily means
7 that new entrants will receive lower quality elements than what U S WEST's
8 provides to itself. In addition, the operational support systems ("OSS") and
9 interfaces through which U S WEST proposes to offer pre-ordering, ordering,
10 repair and maintenance and billing of unbundled elements are not addressed at all
11 in the U S WEST filing. The FCC has correctly placed extensive emphasis on the
12 operational support system access to unbundled elements in other 271 filings.
13 Because access to such elements cannot properly be obtained without the
14 necessary OSS to support them, it is impossible to evaluate the set of unbundled
15 elements presented in this filing in isolation from the accompanying OSS
16 processes. For these reasons, and for the detailed reasons given below, the U S
17 WEST filing should be ruled incomplete and inadequate for the five checklist
18 issues that are presented in it.

² See Application of Ameritech Michigan Pursuant to § 271 of the Communications Act of 1934, as amended, to provide In-Region, InterLATA Services in Michigan, CC Docket No. 97-132, Memorandum Opinion & Order, (Released August 19, 1997) at ¶ 128-130 ("Ameritech Michigan Order").

1 **III. RESPONSE TO U S WEST'S COMPLIANCE FILING**

2 **A. Checklist Item (vii): 911 and E911 Services, Directory Assistance, and**
3 **Operator Services**

4 **1. 911/E911 Services**

5 **Q. IS U S WEST MEETING ITS CHECKLIST OBLIGATION TO PROVIDE**
6 **ACCESS TO 911/E911 SERVICE?**

7 A. No. U S WEST is failing to meet its obligation to provide non-discriminatory
8 access 911/E911 services. U S WEST's testimony is so limited with respect to
9 how network connections will be made for 911/E911 that it is impossible to
10 assess whether U S WEST's offering is deficient or compliant. U S WEST
11 cannot satisfy its 271 obligations by simply refusing to put forth evidence that
12 uncovers its failings. First, U S WEST does not adequately explain how 911
13 traffic will be routed. Second, I am concerned that U S WEST will force
14 connections for 911/E911 through questionable facilities. Third, U S WEST has
15 not proven that it will provide necessary overflow routing for CLEC 911 traffic.
16 Fourth, U S WEST has not proven that access will be nondiscriminatory. Finally,
17 U S WEST's position with respect to updating 911/E911 databases is
18 inappropriate.

19 **a. Routing of 911 Traffic**

20 **Q. IN WHAT WAY IS U S WEST'S FILING WITH RESPECT TO ROUTING**
21 **OF 911/E911 INSUFFICIENT?**

1 A. It is my understanding that for basic 911, U S WEST often routes its own
2 customers' 911 traffic from the local end office switch to the 911 tandem and then
3 to the Public Safety Answering Point ("PSAP"), local entity that actually handles
4 911/E911 emergency calls. Tandem routing can be efficient because it can be
5 used to aggregate traffic to the PSAP from multiple CLECs. In her affidavit,
6 however, Mr. Gibson states that all 911 traffic for CLECs will be routed directly
7 from the end office to the PSAP, and not through the tandem.³ This raises the
8 question as to whether U S WEST will provide connectivity for the CLECs
9 through the 911 tandem for basic 911 if that is the most efficient routing. If not,
10 U S WEST is forcing the CLECs to use a less efficient routing plan. U S WEST's
11 testimony does not answer this critical question, which is necessary to determine
12 if U S WEST is offering nondiscriminatory access.

13 Further, if every CLEC must provision direct trunks from its switches to the
14 PSAPs, at some point the PSAPs will run out of necessary trunk termination
15 capacity. The option to use tandem trunking from CLECs to U S WEST would
16 help eliminate this problem with limited trunk termination capacity. U S WEST
17 provides no guarantee regarding the PSAP capacity to handle these terminations
18 in its filing.

³ Affidavit of Leila A. Gibson, April 13, 1998, p. 3.

b. Questionable Facility Arrangements and the SPOT
Frame

**Q. YOUR SECOND CONCERN IS QUESTIONABLE FACILITY
ARRANGEMENTS FOR 911/E991. CAN YOU BE MORE SPECIFIC?**

A. Yes. In all jurisdictions, U S WEST is forcing the CLECs to go through a Single Point of Termination ("SPOT") frame, instead of through U S WEST's own Main Distribution Frame ("MDF") or Cosmic Frame, for access to unbundled loops, trunks and other network elements. The SPOT frame is an additional or intermediate frame which introduces 16 additional points of failure into a circuit. Although U S WEST is not showing the SPOT frame in the diagram [LAG-1] included with Ms. Gillespie's testimony, U S WEST has testified in Iowa, Colorado, Oregon and Minnesota that it will require all unbundled elements to CLECs through a SPOT frame. Whether U S WEST intends that CLECs' 911 connections will go through the 911 Tandem, to the PSAP or to the ALI ("Automatic Line Identification") database,⁴ if those connections also have to go through a SPOT frame, numerous concerns are raised. If the connections are forced to go through the SPOT frame, these critical circuits would be subject to all of the points of failure that a regular line would be, and also to those created by the SPOT frame. Increasing the potential for failure on these circuits is unacceptable for calls so critical to the public safety.

⁴ The ALI database associates names, addresses and telephone numbers.

1 There are also performance concerns with the SPOT frame and additional costs
2 that U S WEST wants the CLEC to bear. U S WEST's own loops terminate at a
3 Cosmic frame or Main Distribution Frame ("MDF"). The SPOT frame requires
4 tie cables to be installed from the COSMIC frame or MDF which U S WEST uses
5 to the SPOT frame. These cables add length to the connection which introduces
6 additional signal loss and potentially other signal impairments such as noise. It is
7 possible that these impairments will be severe enough to require regeneration of
8 the signal. U S WEST expects the CLEC to foot the bill for the SPOT frame, the
9 cabling to and from the SPOT frame, the additional jumper work on the SPOT
10 frame and on the COSMIC as well as any regeneration equipment needed to bring
11 the signal back into specification. Again, potential degradation of these critical
12 circuits is unacceptable given the public's reliance on 911 circuits for safety.

13 Finally, U S WEST is able to provide additional security for 911 circuits in its
14 own network. U S WEST places protective covers over 911 circuits on its
15 COSMIC frame and MDF. It uses special color codes for the circuits and trains
16 its technicians to take special precautions when working on or around those
17 circuits. The configuration available to the CLEC, however, is less secure and
18 reliable than for normal U S WEST customer lines. U S WEST has not proposed
19 any method by which circuits such as 911 can be made secure when the SPOT
20 frame is being used. It has made no mention of color coding wires, providing
21 protective covers for terminations, or special training and instructions for
22 technicians.

1 For these reasons, the SPOT frame is a major concern for any CLEC connection,
2 but especially for critical circuits such as 911/E911. The SPOT frame
3 configuration is discriminatory, i.e., U S WEST's 911 calls need not pass through
4 such a problematic piece of equipment, and does not meet the letter or the spirit of
5 the law for access to and provision of 911 and E911 circuits.

6 **Q. DOES U S WEST'S SPOT FRAME PROPOSAL COMPLY WITH THE**
7 **ACT?**

8 A. Not according to the Iowa Utilities Board. That Board, on May 15, 1998, held
9 that:

10 "the SPOT frame approach is inefficient, expensive, inconsistent with
11 network security, and provides discriminatory access to UNEs [unbundled
12 network elements] . . . The Board's findings with regard to the SPOT
13 frame indicate that the SPOT frame was likely to seriously limit the
14 practical availability of the UNE method of entry."⁵

15 **c. Lack of Overflow Routing of Traffic**

16 **Q. WHAT IS YOUR THIRD CONCERN WITH RESPECT TO OVERFLOW**
17 **ROUTING FOR 911 TRAFFIC?**

18 A. U S WEST has moved to strike provisions in its contracts with AT&T in Iowa,
19 South Dakota and Montana which would allow AT&T to overflow 911 calls in
20 some circumstances. While this routing is now required in the AT&T Agreement
21 in Arizona (Part A, 50.1.7), U S WEST's filing makes it unclear whether
22 U S WEST intends to comply with this contractual requirement.

1 If the CLEC has a direct trunk to the PSAP from a busy CLEC switch in a
2 downtown area, overflow routing would provide the CLEC with additional routes
3 to PSAPs when the direct trunk from the CLEC to the PSAP is busy, e.g., through
4 the 911 tandem. This overflow routing would assure the CLEC that its 911 calls
5 have alternate routes and will not be blocked when traffic is heavy. U S WEST
6 has refused to comply with the contract provisions which would allow for such
7 overflow routing. The CLEC is left with two options: to build excessive capacity
8 to the PSAP or to run the risk of call blocking for 911 calls. The first option is
9 expensive and may be impossible anyway if the PSAP is unable to handle large
10 numbers of new trunks. The second option is dangerous and imprudent from a
11 public safety standpoint. The correct solution is for U S WEST to offer the
12 overflow capability. Overflow routing could be managed through the same trunks
13 that AT&T uses to pass interconnection traffic to U S WEST. If these trunks are
14 used, there would be no detrimental impact to U S WEST from the overflow
15 routing of 911 traffic. This solution is currently lacking in the U S WEST
16 proposal.

17 **d. Discriminatory Access to 911/E911**

18 **Q. MUST 911/E911 BE PROVIDED IN A NONDISCRIMINATORY MANNER**
19 **BEFORE SECTION 271 RELIEF CAN BE GRANTED?**

⁵ State of Iowa Department of Commerce Utilities Board, "Final Arbitration Decision on Remand,"
Docket No. AIA-96-1, May 15, 1998, pp. 22-23.

1 A. Yes. In the Ameritech 271 case the FCC was very stringent on Ameritech with
2 respect to its 911/E911 checklist obligations.

3 "In the *Local Competition* Order (Local Competition Order, 11 FCC Rcd
4 at 15612), we interpreted the word 'nondiscriminatory' to include a
5 comparison between the level of service the incumbent LEC provides
6 competitors and the level of service it provides itself. We interpret the
7 term 'nondiscriminatory' for the purposes of Section 271 in an identical
8 fashion and find that Section 271 requires a BOC to provide competitors
9 access to its 911 and E911 services in the same manner that a BOC obtains
10 such access, i.e., at parity."⁶

11 **Q. HAS U S WEST DEMONSTRATED THAT IT PROVIDES**
12 **COMPETITORS ACCESS TO ITS 911 AND E911 SERVICES IN THE**
13 **SAME MANNER THAT U S WEST OBTAINS SUCH ACCESS TO**
14 **ITSELF?**

15 A. No. In Section 50.1.5 of the AT&T Interconnection Agreement, U S WEST is
16 required to provide basic 911 and E911 "functions" to AT&T at parity with the
17 support and services that U S WEST provides to its Customers; however,
18 U S WEST is not obligated to ensure that the manner in which AT&T is permitted
19 to access those 911 and E911 functions will be at parity with the manner in which
20 U S WEST accesses those functions.⁷ This language contrasts with the language
21 contained in BellSouth's SGAT which clearly requires BellSouth to provide
22 parity services: "[a] CLEC's customers will be able to dial and reach emergency

⁶ Ameritech Michigan Order, ¶ 256.

⁷ No language requiring parity of access, nor even this limited "function" parity language is contained in any other Interconnection Agreement to which U S WEST is a party except the agreements with MCI and Cable Plus Company, which essentially mirror the AT&T agreement.

1 services bureaus providing 911/E911 service in the same manner as BellSouth
2 customers.” The FCC found that BellSouth’s SGAT language satisfied the
3 checklist requirement.⁸

4 e. Lack of Adequate Database Updates

5 Q. ARE THERE ALSO PROBLEMS WITH THE WAY U S WEST IS
6 PROPOSING TO PROVISION ALI DATABASE UPDATES THAT ARE
7 DISCRIMINATORY?

8 A. Yes. U S WEST is creating a serious process problem with respect to keeping the
9 ALI database accurate for customers who migrate to AT&T. Although this issue
10 also relates to the number portability checklist item, it is critical that it also be
11 reviewed in the context of the 911/E911 checklist item. U S WEST has
12 maintained in negotiations that it will send a disconnect order to the ALI database
13 when a customer is switched to AT&T using unbundled elements. The customer
14 could be eliminated from the ALI database for an undefined period of time.
15 There is no reason for risking this potential problem.

16 U S WEST claims that in order to provision the unbundled loop and port, it must
17 disconnect the customer’s service. However, U S WEST is not disconnecting the
18 customer’s loop from the customer’s house or from the COSMIC or MDF.

⁸ See Application of BellSouth Communications Pursuant to Section 271 of the Communications Act of 1934, as Amended, to Provide In-Region, InterLATA Services in South Carolina (Released December 24, 1997), Memorandum Opinion and Order at ¶ 229 (“BellSouth South Carolina Order”).

1 There is a high likelihood that, in the early years of competition, many CLEC
2 customers will be provisioned using both the U S WEST loop and the U S WEST
3 switch. In this situation, there is no reason to send a disconnect to the ALI. Even
4 in the case of an unbundled loop going to a CLEC switch, so long as the customer
5 also orders number portability, the U S WEST phone number will stay in ALI,
6 augmented by the CLEC phone number, under the required U S WEST
7 disconnect process.

8 This process problem was brought to light in negotiations sessions for all
9 U S WEST states. The U S WEST process is anti-competitive as well as
10 dangerous for the end user.

11 **Q. IS THE ABOVE DATABASE PROCESS DIFFERENT FROM WHAT**
12 **U S WEST DOES FOR ITSELF?**

13 A. Yes. If a U S WEST customer is moving down the street, U S WEST has a
14 process that guarantees that the customer is always listed correctly in the 911
15 database. This is another public safety safeguard, and an important point for the
16 FCC, “specifically, we find that, pursuant to this requirement, Ameritech must
17 maintain the 911 database entries for competing LECs with the same accuracy
18 and reliability that it maintains the database entries for its own customers.”⁹

⁹ Ameritech Michigan Order, ¶ 256.

1 **Q. HAS U S WEST DEMONSTRATED THAT IT MAINTAINS THE 911**
2 **DATABASE ENTRIES FOR COMPETING LECS WITH THE SAME**
3 **ACCURACY AND RELIABILITY THAT IT MAINTAINS THE**
4 **DATABASE FOR ITS OWN CUSTOMERS?**

5 A. No. U S WEST has not committed to parity for updating and maintaining the
6 911/E911 database in any interconnection agreement. In all but one agreement,¹⁰
7 U S WEST commits only to its responsibility to “maintain the data base.” Some
8 agreements place no further requirements on U S WEST with respect to the data
9 base. Others (Sprint and Frontier) require U S WEST to ensure that the accuracy
10 of the data entered by U S WEST for the CLEC is at parity with that of
11 U S WEST, but fall short of requiring that the data be entered within the same
12 timeframes as the entry of U S WEST data. The AT&T agreement, and those that
13 mirror the AT&T agreement, do not require parity with respect to the accuracy of
14 the data entered by U S WEST, but do require that U S WEST update the
15 database with the CLEC’s data in an interval at parity with U S WEST data
16 updates.¹¹

¹⁰ In the GST Telecom agreement, U S WEST does not even commit to maintain the database. The pertinent language reads in part: “[t]he 911 Data Base is maintained by USWC’s third party database provider. GST shall establish its own relationship with the database provider for the maintenance of its customers’ data.”

¹¹ Note, however, that the AT&T form of agreement is somewhat contradictory on this point. Section 50.1.8.8 requires parity for the update intervals, but Section 50.1.9.12 requires U S WEST to update the database with AT&T’s new customer information within 2 business days of receipt with no mention of parity treatment.

1 **Q. GIVEN THE ABOVE DEFICIENCIES, HAS U S WEST SATISFIED THE**
2 **911/E911 PORTION OF CHECKLIST ITEM (vii)?**

3 A. No. 911 and E911 involve public safety concerns which make it obligatory upon
4 the state and the FCC to scrutinize the position of the BOC and assure that not
5 only is competition fair, and that access is nondiscriminatory, but that the public
6 safety is maintained. The five issues outlined above demonstrate substantial
7 problems with the U S WEST policy on 911. The most serious of these is the
8 routing of 911 traffic through a SPOT frame. With the reliability, performance
9 and provisioning problems inherent in the SPOT frame, as found by the Iowa
10 Board, its use with 911 circuits must be prohibited. Until U S WEST assures the
11 Commission that no lines, switch ports, or trunks involved in any phase of 911
12 delivery or 911 data update will be connected through a SPOT frame, and that the
13 other concerns raised above have been addressed, the checklist requirements
14 associated with 911/E911 has not been met and relief must not be granted.

15 **2. Directory Assistance**

16 **Q. DOES U S WEST MEET ALL THE CRITERIA FOR DIRECTORY**
17 **ASSISTANCE?**

18 A. It is not clear from the affidavit of Ms. Pavlik whether or not U S WEST meets all
19 the Section 271 requirements for Directory Assistance. The affidavit does not
20 provide specific information with respect to the differences between obtaining
21 Directory Assistance when offering service through resale or unbundled elements.

1 Is Directory Assistance available under both configurations? Are there any
2 differences in pricing? Is there any difference in how it is ordered, provisioned,
3 maintained, etc? Until these questions are answered, the Commission cannot be
4 certain that U S WEST is adequately providing Directory Assistance as a
5 checklist item.

6 **Q. ARE THERE ANY SPECIFIC ISSUES OF WHICH YOU ARE**
7 **CURRENTLY AWARE WITH RESPECT TO U S WEST'S DIRECTORY**
8 **ASSISTANCE OFFERING?**

9 A. Yes. Call Completion capabilities have been an issue between U S WEST and
10 AT&T during contract negotiations. When a U S WEST Directory Assistance
11 representative is on the line with a customer, or when the call is handled by
12 automation, U S WEST offers to complete the phone call to the requested number
13 for its own customers for an additional charge of \$0.35. AT&T has been told by
14 U S WEST that it can only complete these calls over its own network. U S
15 WEST claims that it has no ability to complete intraLATA calls on AT&T's
16 network, or that of any other CLEC. According to U S WEST, this limitation is
17 because of the way its directory assistance platform is configured. U S WEST
18 claims that it currently cannot select different outgoing trunk groups for directory
19 assistance calls.

20 Such disparate treatment is discriminatory, both for resale and particularly if the
21 CLEC is using unbundled network elements to provide service to its customer.

1 AT&T, or any CLEC, should have the option of completing its customers' calls
2 over its own network. AT&T has network infrastructure that could be used to
3 complete intraLATA calls today. It is unclear from U S WEST's testimony and
4 from its agreements if U S WEST will give the CLEC the resale discount for the
5 CLEC's customers' calls when U S WEST completes them, or if U S WEST will
6 charge the CLECs the full \$0.35.

7 **Q. ARE THERE ANY OTHER ISSUES WITH RESPECT TO DIRECTORY**
8 **ASSISTANCE?**

9 A. Yes. For interLATA and interstate Directory Assistance, which U S WEST
10 recently established, U S WEST does not currently offer to complete the call for
11 the inquiring customer like it does for local and EAS calls. U S WEST is,
12 however, currently giving listings for any line in any state in the entire country. I
13 conducted a test of U S WEST's directory listings service myself a few days ago.
14 When I called, U S WEST gave me the correct listing for my parents in
15 Oklahoma. When I asked them if they could complete the call for me for a fee,
16 they declined. As soon as U S WEST gets interLATA relief, almost certainly it
17 will be completing those calls for its own customers. You can also bet that it will
18 be completing such calls either over its own facilities or over the facilities of the
19 long distance provider which it is reselling since U S WEST's own platform does
20 not have the ability to connect to multiple long distance networks on demand.

1 The problem this approach is that it will be highly discriminatory to AT&T and
2 other CLECS, especially those who are also interexchange carriers. Under this
3 scenario, if an AT&T local customer calls directory assistance, which is branded
4 AT&T (assuming AT&T opts to put in the dedicated trunk from the U S WEST
5 end office to the U S WEST operator services platform required by U S WEST to
6 allow branding), seeking information on an out of state or out of LATA line,
7 U S WEST will give the information, offer to complete the call, and then route the
8 call over the QWEST network (which is providing long distance call completion
9 for U S WEST). The AT&T customer doesn't know this has occurred until a
10 strange charge shows up on its telephone bill from U S WEST or from QWEST.
11 An additional question again, which U S WEST has not answered in its filing, is
12 who will keep the \$0.35 additional charge for completing the call for AT&T's
13 customer (over and above any long distance charges)''?

14 **3. Operator Services**

15 **Q. IS U S WEST SATISFACTORILY OFFERING OPERATOR ASSISTANCE**
16 **SERVICES AS REQUIRED BY SECTION 271?**

17 **A.** It is not clear from the affidavit of Ms. Pavlik whether or not U S WEST meets all
18 the requirements for Operator Services. The same questions raised above with
19 respect to Directory Assistance apply to, and have likewise not been answered,
20 with respect to Operator Services.

1 **Q. ARE CALL COMPLETION ISSUES ALSO A PROBLEM WITH**
2 **U S WEST'S OPERATOR ASSISTANCE OFFERING?**

3 A. Yes, as in Directory Assistance, call completion is a significant issue for the
4 CLECs when the U S WEST operator is completing intraLATA toll calls. Again,
5 U S WEST will use its own network to complete EAS and intraLATA calls since
6 it does not have the ability to use the AT&T network to complete intraLATA
7 calls. Again, this is discriminatory, both for resale and especially when the CLEC
8 is using unbundled network elements to provide service to the customer. AT&T,
9 or any CLEC, should have the option of completing its customers' calls on its
10 own network. If an AT&T customer calls Operator Service and is routed to an
11 AT&T-branded U S WEST Operator Service agent for assistance on an out of
12 EAS area call, and the U S WEST operator takes the customer information,
13 performs the necessary service, and then routes the call over the QWEST
14 network, this is not only discriminatory to the CLEC in how the call is routed and
15 who retains the revenue, but it will have a negative impact on the AT&T customer
16 who may receive a bill from U S WEST or QWEST. Until U S WEST proves
17 that this will not occur, it is premature for U S WEST to be filing for 271 relief.

18 **B. Checklist Item (viii): Directory Listings**

19 **Q. HAS U S WEST DEMONSTRATED THAT IT HAS MET THE**
20 **REQUIREMENTS OF SECTION 271(c)(2)(B)(viii) REGARDING WHITE**
21 **PAGES LISTINGS?**

1 A. No. It is unclear how, if at all, U S WEST Communications will be able to satisfy
2 the white pages directory listings checklist item. Because of U S WEST's unique
3 directory publishing structure, as described below, the Arizona Commission must
4 make a two-pronged analysis in order to determine whether U S WEST has met
5 this checklist item: The Commission must look at both U S WEST and the role it
6 plays in fulfilling the checklist for directory listings, and U S WEST DEX, its
7 directory publishing affiliate, and the role it plays in fulfilling the remainder of the
8 checklist for directory listings. If U S WEST and U S WEST DEX together do
9 not meet all the requirements of the checklist, or the processes between them are
10 not complete and tested, then the checklist for directory listings has not been met.

11 **Q. MUST THE COMMISSION ANALYZE THE RELATIONSHIPS,**
12 **PRACTICES AND PROCESSES OF U S WEST'S DIRECTORY**
13 **PUBLISHING AFFILIATE IN ORDER TO DETERMINE WHETHER US**
14 **WEST HAS MET THIS CHECKLIST ITEM?**

15 A. Yes. Fundamentally, section 271(c)(2)(B)(viii) requires an ILEC to actually
16 publish white pages listings of CLEC customers. U S WEST Communications
17 does not publish white pages directories. Indeed, U S WEST Communications
18 has consistently maintained that AT&T must negotiate with a separate affiliate,
19 U S WEST DEX, to ensure that AT&T's customer listings are included in
20 published white pages directories. U S WEST's filing does not address this
21 critical issue. The Commission must look at all arrangements, if any, between
22 CLECs and U S WEST DEX to ensure that this checklist requirement is being

1 met. The absence of enforceable, effective agreements between CLECs and
2 U S WEST DEX, with U S WEST as a guarantor of performance, seriously
3 clouds U S WEST's ability to satisfy this checklist item.

4 **Q. WOULD AN AGREEMENT BETWEEN A CLEC AND U S WEST DEX**
5 **DEMONSTRATE THAT U S WEST HAS MET ITS CHECKLIST**
6 **OBLIGATIONS?**

7 A. No. The Arizona Commission would have to carefully scrutinize U S WEST
8 DEX's dealings with CLECs. Obviously, U S WEST DEX would have to
9 demonstrate that it, in fact, treats white pages listings of competing carriers in a
10 non-discriminatory manner. More specifically, U S WEST DEX would have to
11 demonstrate that, in practice, CLEC customer listings are identical to U S WEST
12 customer listings; that such listings are fully integrated; that CLEC customer
13 listings are as accurate and reliable as U S WEST customer listings; and that
14 U S WEST DEX has procedures in place that will ensure such accuracy and
15 reliability. Furthermore, the Commission must assure itself that enforcement
16 mechanisms are in place such that in the future U S WEST DEX would have a
17 strong incentive and would irreversibly commit U S WEST DEX to treat all new
18 entrants equally.

19

20 **Q. DOES U S WEST SATISFY ITS CHECKLIST OBLIGATIONS BY**
21 **MERELY HAVING U S WEST DEX PUBLISH A DIRECTORY LISTING**
22 **IN A WHITE PAGES DIRECTORY?**

1 A. No. The FCC has stated that to satisfy the checklist requirement, CLECs “must
2 be able to provide service to their customers at a level that is comparable to the
3 service provided by the [ILEC].¹²” Many services provided to telephone
4 subscribers are keyed to their listing in white pages directories. U S WEST offers
5 white pages subscribers an opportunity to purchase additional listings and white
6 pages advertising. Business customers are offered an opportunity to purchase
7 yellow pages advertising. U S WEST Communications has established practices
8 that allow it to solicit such advertising and direct such inquiries. In addition,
9 subscribers have certain options with respect to the publishing of their directory
10 listings. For example, all subscribers have the opportunity to ensure that their
11 numbers are unlisted. Finally, U S WEST exercises certain discretion over the
12 scope of the directories. For example, U S WEST DEX may decide to include
13 only certain geographic areas in a Phoenix metropolitan white pages directory or
14 decide to publish “community white pages directories” featuring segments of a
15 larger community.

16 U S WEST Communications will have to demonstrate that CLEC customers are
17 treated the same as U S WEST customers in terms of the availability and pricing
18 of enhanced white pages advertising, access to yellow pages advertising and
19 access to other forms of advertising. Further, it will also have to demonstrate that

¹² See Letter dated March 20, 1998, from FCC Chairman William E. Kennard to Senator John McCain and Senator Sam Brownback at 2 (regarding section 271 requirements and attaching Common Carrier bureau Staff summaries of the requirements applicable to each checklist item), Attachment A, p. viii.

1 the quality of these services, when offered by or on behalf of CLEC customers, is
2 comparable to the quality offered by U S WEST to itself. In addition,
3 all subscribers must be allowed access to all options made available to U S WEST
4 subscribers, such as deciding not to have their listing published. Finally,
5 U S WEST DEX will have to demonstrate that it is not discriminating against
6 CLEC listings by leaving such listings out of certain directories or excluding
7 certain geographic regions with high concentrations of CLEC subscribers. None
8 of these assurances have been given in U S WEST's filing.

9 **Q. IF U S WEST DEX ACTUALLY PUBLISHES DIRECTORY LISTINGS,**
10 **DOES THE COMMISSION HAVE TO EXAMINE THE PRACTICES AND**
11 **PROCEDURES OF U S WEST TO DETERMINE WHETHER U S WEST**
12 **DEX HAS SATISFIED THE CHECKLIST REQUIREMENT?**

13 A. Yes. Although U S WEST DEX actually publishes white pages directory
14 listings, U S WEST Communications has certain specific responsibilities with
15 respect to ensuring that white pages listings are provided to CLECs in a
16 nondiscriminatory manner. U S WEST Communications provides to U S WEST
17 DEX periodic feeds of a directory listings database—the so-called EUSL (“End
18 User Subscriber Listing”) database. U S WEST Communications has represented
19 that this database includes all listings of U S WEST subscribers and will include
20 all listings of subscribers’ services resold by CLECs. The EUSL database
21 contains information about telephone numbers, subscribers’ names and addresses.
22 U S WEST Communications has also represented that the EUSL database

1 contains data fields that describe whether the subscriber's number should be listed
2 and an identification of the subscriber's carrier. U S WEST Communications
3 must demonstrate that the EUSL database includes CLEC customer listings that
4 are identical to U S WEST's own listings and that all listings are fully integrated.

5 Further, U S WEST Communications must show that it has practices and
6 procedures in place that ensure CLEC listings are as accurate and reliable as its
7 own and further that, in fact, such CLEC listings are as accurate and reliable as its
8 own. Finally, effective remedies for failure to perform must be in place. In
9 conclusion, none of these assurances have been given, or subjects even addressed,
10 in U S WEST's filing. Its filing is far too inadequate to satisfy checklist item
11 (viii) with respect to directory listings.

12 **Q. DOES AT&T'S INTERCONNECTION AGREEMENT WITH U S WEST**
13 **REQUIRE IT TO PUBLISH WHITE PAGES DIRECTORY LISTINGS?**

14 A. No. AT&T's and U S WEST Communication's interconnection agreement does
15 not require U S WEST Communications to publish directory listings. However,
16 the interconnection agreement does require that U S WEST Communications
17 ensure that its directory publishing affiliate publish such listings. See AT&T
18 Interconnection Agreement, Part A, Section 44.1.7.

19 **Q. DO ANY OTHER AGREEMENTS ENTERED INTO BY U S WEST AND**
20 **CLECs REQUIRE U S WEST TO PUBLISH DIRECTORY LISTINGS?**

1 A. It appears that no other interconnection agreement specifically requires
2 U S WEST Communications to publish white pages directory listings. Further,
3 with the exception of MCI's and Cable Plus Company's interconnection
4 agreements, which substantially mirror AT&T's, no other interconnection
5 agreement requires U S WEST Communications to ensure that its directory
6 publisher publish directory listings.

7 The numerous agreements entered into by U S WEST Communications for
8 services resale provide that U S WEST "will incorporate Reseller's listings . . . in
9 the white pages directory published on [U S WEST's] behalf." See, e.g. Access
10 Network Services, Inc. Agreement, p. 13. This provision is unusual in that, rather
11 than making an assurance that it will cause something to be done (as in AT&T's
12 agreement), it implies that U S WEST Communications has control over its
13 directory affiliate. U S WEST has consistently maintained in discussions with
14 AT&T that U S WEST DEX was separate and autonomous and, thereby, that
15 U S WEST lacked any control over U S WEST DEX.

16 **Q. ARE YOU AWARE OF ANY AGREEMENTS BETWEEN CLECs AND**
17 **U S WEST DEX?**

18 A. In addition to the agreement between AT&T and U S WEST DEX, MCI has a
19 directory publishing agreement with U S WEST DEX that is substantially similar
20 to AT&T's. I am not aware of any other agreements. The Commission has not
21 required U S WEST to submit any of these agreements.

1 **Q. WHAT HAS THE FCC REQUIRED WITH RESPECT TO DIRECTORY**
2 **LISTINGS?**

3 A. In the Ameritech - Michigan filing, Ameritech states that it ensures that its
4 directory publishing affiliate will:

- 5 • publish the listings of competing LECs in the same geographic scope
6 at no charge;
- 7 • provide initial and secondary delivery of white page directories to
8 customers of resellers on the same basis as its own customers;
- 9 • license its white pages listing on a current basis to competing carriers
10 for use in publishing their own directories; and
- 11 • provide access to its directory listings in readily accessible magnetic
12 tape or electronic format for the purpose of providing directory
13 assistance.¹³

14 **Q. HAS U S WEST PROVIDED THE SAME TYPES OF INFORMATION**
15 **GUARANTEED BY AMERITECH?**

16 A. No. There are no such assurances from U S WEST. In fact, many of these points,
17 which figured prominently in the Ameritech filing, are not even mentioned in the
18 U S WEST filing. Indeed, there is no mention of actually assuring that the
19 listings will even be published. U S WEST continues to assert that its affiliate,
20 U S WEST DEX, is just one of many directory publishers who may or may not
21 actually publish the listings.¹⁴ There is no mention of delivering the directories,
22 either initial or secondary delivery. There is no mention of the licensing of its

¹³ Ameritech Application, Vol. 2.3, Edwards Aff. at 63 and Ameritech Michigan Order, ¶ 121.
¹⁴ Pavlik Affidavit, p. 7, l. 19.

1 white pages listings on a current basis to competing carriers for use in publishing
2 their own directories. There is no mention of providing access to U S WEST
3 directory listings in readily accessible magnetic tape or electronic format for a
4 competing CLEC's use in providing its own directory assistance.

5 What is more, U S WEST continues to insist that none of the revenue from the
6 sale or licensing of its directory listings database will be given to the CLECs. This
7 is inappropriate and discriminatory given that a number of the customers who are
8 listed, and who purchase additional listings, will be CLEC customers.

9 **C. Checklist Item (ix): Numbering Administration**

10 **Q. ARE THERE ANY ISSUES WITH NUMBERING ADMINISTRATION?**

11 A. Yes. While U S WEST manages the assignment of numbers to CLECs
12 (assignment of NXXs to CLEC switches), U S WEST does not appear to have
13 reliable processes for updating its own switches to recognize the new NXXs that
14 U S WEST assigns to the CLECs. The result is that U S WEST customers cannot
15 call the CLEC customers since the appropriate translations have not been put into
16 the U S WEST switches. This would be like the United States Post Office
17 assigning a new street number to a new house in a new development, and then not
18 delivering letters to that house, returning mail to the sender "address unknown."
19 Clearly this faulty process, whether intentional or unintentional, needs to be

1 corrected before U S WEST can be considered to have the checklist for
2 Numbering Administration.

3 **Q. DO THE AGREEMENTS RELIED UPON BY U S WEST PROVIDE**
4 **CLECs NONDISCRIMINATORY ACCESS TO TELEPHONE NUMBERS**
5 **THAT IS IDENTICAL TO THE ACCESS THAT U S WEST PROVIDES**
6 **TO ITSELF?**

7 A. No. U S WEST's commitment is general and minimal. Only the ACSI
8 agreement, out of the 35 Interconnection agreements put forth by U S WEST,
9 specifically provides that U S WEST shall assign NXXs to the CLEC on a non-
10 discriminatory basis and on the same basis as it does to itself. The remainder of
11 the agreements, if they mention a non-discriminatory standard at all, state only
12 that U S WEST will provide NXX codes in accordance with industry standards at
13 no charge. What happens if U S WEST provides number administration to itself
14 at a higher standard than that contained within the industry guidelines or, as there
15 is reason to believe, U S WEST follows a different numbering reservation system
16 for itself to its benefit? Further, neither of the agreements nor U S WEST's filing
17 here, describe just how U S WEST provides numbering administration to itself.
18 Given these inadequacies in U S WEST's filing, neither AT&T nor the
19 Commission has any way of knowing what can be considered discriminatory or
20 non-discriminatory.

1 **D. Checklist Item (x): Unbundled Signaling and Databases**

2 **Q. DOES U S WEST COMPLY WITH SECTION 271 REQUIREMENTS IN**
3 **ITS OFFERING OF UNBUNDLED SIGNALING?**

4 A. No, it does not, for the following reasons described in detail below. First,
5 U S WEST does not appear to offer direct interconnection of CLEC signaling to
6 its switches. Second, U S WEST has provided no detail on the actual trunking
7 interconnection which may involve the SPOT frame. Third, U S WEST seems to
8 be mixing issues and obligations relating to network interconnection with the
9 offering of unbundled signaling. Fourth, there is no mention of signaling in
10 connection with unbundled switching, although these are two elements that
11 logically go together. Finally, U S WEST has not adequately provided access to
12 call-related databases.

13 **1. No Direct Interconnection of CLEC Signaling**

14 **Q. WHAT IS THE ISSUE WITH DIRECT INTERCONNECTION OF CLEC**
15 **SIGNALING WITH U S WEST SWITCHING?**

16 A. In the U S WEST affidavits, there is no indication that U S WEST intends to
17 allow direct interconnection of CLEC signaling either from a CLEC switch or
18 from a CLEC Signaling Transfer Point ("STP") to U S WEST's end offices. This
19 type of signaling interconnection is neither described nor indicated in Exhibit
20 LAG-2. U S WEST has stated in testimony in Colorado that U S WEST would

1 allow such interconnection.¹⁵ Since U S WEST has made a point of offering this
2 type of signaling connection in Colorado, the omission in Arizona is troubling.

3 **2. Problem with Connection Through SPOT Frame**

4 **Q. WILL CLEC TRUNKING TO THE U S WEST SIGNALING NETWORK**
5 **BE AS SIMPLE AND STRAIGHTFORWARD AS U S WEST**
6 **MAINTAINS?**

7 A. No, I do not believe that it will. Signaling links are critical to service
8 provisioning and are generally provided using secure, redundant trunking
9 arrangements. Although the affidavit of Ms. Gibson and her exhibit LAG-2 do
10 not show a SPOT frame for access to signaling connections, U S WEST has
11 consistently taken the position that the SPOT frame is the point where the CLEC
12 will have access to all unbundled elements. As I have indicated (and as found by
13 the Iowa Utilities Board), the SPOT frame introduces additional points of failure,
14 creating reliability problems, performance degradation due to cable length which
15 might require expensive repeaters, additional cost and a slowdown in provisioning
16 time. It is a discriminatory arrangement that does not give the CLEC proper
17 access to the signaling elements particularly given the critical nature of signaling
18 links

¹⁵ Colorado 96S-331T Transcript April 20, 1998, Wiseman cross p. 18 lines 12-14 and 23, p. 19, l. 2.
See attached transcript.

1 **3. Interconnection vs. Unbundled Signaling**

2 **Q. WHAT ARE YOUR CONCERNS REGARDING UNBUNDLED**
3 **SIGNALING?**

4 A. Here again, the affidavit of U S WEST witness Ms. Gibson is vague and
5 inadequate. The affidavit does not address signaling as an unbundled element
6 which a CLEC can order if it chooses, and which the FCC has ordered be
7 unbundled.¹⁶ If a CLEC does not have a signaling network, the CLEC may want
8 to use the U S WEST STPs, signaling links, etc.

9 **Q. WHAT IS THE CONFUSION WITH RESPECT TO SIGNALING AS A**
10 **PART OF INTERCONNECTION?**

11 A. In Ms. Gibson's affidavit, it is not clear whether U S WEST is offering signaling
12 in the case of interconnection. When the CLEC and U S WEST are engaged in
13 interconnection of networks for the purpose of exchanging local traffic, signaling
14 is an important part of the traffic exchange. This issue is addressed in the
15 interconnection section (attachment 4 Section 11 "Signaling") of the contract
16 between AT&T and U S WEST. This section anticipates the mutual exchange of
17 signaling traffic between AT&T and U S WEST, but U S WEST does not indicate
18 in its Section 271 filing in Arizona that it is willing to provide this.

¹⁶ Local Competition Order at ¶ 479.

1 Since U S WEST has not yet provided testimony on the issue of interconnection
2 which is itself a checklist item, it is nearly impossible to determine the adequacy
3 or accuracy of its affidavit on signaling as it relates to interconnection. From
4 what is presented in Ms. Gibson's affidavit it seems that U S WEST is requiring
5 CLECs to purchase unbundled signaling when they are interconnecting local
6 traffic with U S WEST: "CLECs may interconnect to the U S WEST signaling
7 network through the use of U S West's unbundled signaling service offering."¹⁷

8 If U S WEST intends to require the purchase of unbundled signaling when a
9 CLEC is interconnecting with the U S WEST signaling network, this requirement
10 is improper and contrary to the contract for interconnection between AT&T and
11 U S WEST which presumes that the mutual exchange of signaling traffic is
12 included once AT&T and U S WEST interconnect. The Agreement does not
13 require that the CLEC be required to purchase signaling separately in order to
14 interconnect. This should be true whether or not the CLEC has a STP or is coming
15 straight from its own end office switch. If the CLEC is using the U S WEST
16 signaling network for transit to other carriers, then appropriate payment should be
17 due to U S WEST. Otherwise the exchange of signaling messages should be at no
18 cost to either party.

¹⁷ Gibson Affidavit, p. 13, l. 3.

1 **4. Signaling and Unbundled Switching**

2 **Q. WHAT IS YOUR CONCERN ABOUT SIGNALING WHEN U S WEST IS**
3 **PROVIDING UNBUNDLED SWITCHING TO THE CLEC?**

4 A. U S WEST makes no mention of unbundled signaling in connection with the
5 purchase of unbundled switching. This is a significant omission and leaves
6 U S WEST's submission incomplete at best. The U S WEST affidavit by Ms.
7 Gibson focuses on the connection of U S WEST signaling to CLEC switches.
8 The affidavit does not offer U S WEST unbundled signaling with U S WEST
9 unbundled switching. When a CLEC purchases unbundled switching from
10 U S WEST, any call leaves a switch to be completed at another switch must use
11 the U S WEST signaling network. The CLEC will, therefore, need to purchase
12 unbundled signaling in combination with unbundled switching. U S WEST has
13 not stated how signaling will be provided in this instance.

14 **Q. DO THE U S WEST INTERCONNECTION AGREEMENTS CALL FOR**
15 **U S WEST TO PROVIDE ACCESS TO SIGNALING NETWORKS?**

16 A. A few of the U S WEST agreements address signaling networks, but many do not.
17 The FCC requires that access be provided to signaling networks, including
18 signaling links and signaling transfer points, which give the requesting carrier the
19 ability to send signals between its switches, between its switches and the ILEC's
20 switches, and between its switches and third party networks.¹⁸ U S WEST is not

¹⁸ 47 CFR § 51.319(e); Local Competition Order at ¶¶ 479-483.

1 obligated to this level of access in all of its interconnection agreements. The real
2 question is whether U S WEST, in practice, provides this kind of access to all
3 interconnecting carriers in the same manner as it provides such access to itself.

4 **5. Access to Databases**

5 **Q. DO THE U S WEST INTERCONNECTION AGREEMENTS CALL FOR**
6 **U S WEST TO PROVIDE ACCESS TO CALL-RELATED DATABASES?**

7 A. The FCC requires that U S WEST provide access to the call-related databases that
8 are necessary for call routing and completion. Included among such databases are
9 (1) line-information databases, (2) toll-free databases, (3) downstream number
10 portability databases (such as U S WEST's database containing number
11 portability routing information) and (4) advanced intelligent network (AIN)
12 databases. While many of the U S WEST agreements provide for some
13 combination of these databases, few provide for access to all.

14 One way that U S WEST appears to have handled this requirement is by using a
15 one paragraph statement obligating U S WEST to provide access to its databases
16 and associated signaling "in accordance with Section 271" of the
17 Telecommunications Act of 1996. However, such access must be requested
18 through a bona fide request process. This kind of provision lacks any details that
19 could help understand how such access will be provided. In addition, a bona fide
20 request process can be cumbersome and time-consuming and will hinder a

1 CLEC's ability to gain the required access. In effect, U S WEST has made a mere
2 offer and not included the concrete and specific legal obligations required.

3 As with access to signaling networks, the only way to understand whether
4 U S WEST is in compliance with Section 271 requirements is through an
5 examination of what U S WEST has delivered to new entrants in the way of
6 access to call-related databases. Such access must be provided in the same
7 manner that U S WEST provides such access for itself. Furthermore, as in all
8 contractual commitments, it is imperative that U S WEST not only be found to be
9 providing such elements, but that the agreements clearly reflect a specific,
10 detailed obligation to continue to provide the service and concurrent effective
11 remedies if they fail to do so.

12 **Q. IS THERE ANY RELATIONSHIP BETWEEN ACCESS TO**
13 **OPERATIONAL SUPPORT SYSTEMS AND ACCESS TO CALL-**
14 **RELATED DATABASES AND SIGNALING?**

15 A. Very definitely. The FCC requires that U S WEST provide nondiscriminatory
16 access to the various functions of its operational support systems in order to
17 provide access to such databases and signaling links in a timely and efficient
18 manner. U S WEST has failed in providing access to its operational support
19 systems. Even if U S WEST provides some level of access to its operational
20 support systems, it is not the same level of access that U S WEST provides to

1 itself. As a result it is virtually impossible for U S WEST to meet its obligations
2 to provide access to call-related databases and signaling networks.

3 **Q. DO THE U S WEST INTERCONNECTION AGREEMENTS CONTAIN**
4 **ANY ENFORCEMENT MECHANISMS OR LIQUIDATED DAMAGES**
5 **PROVISIONS THAT PROVIDE A MEANS OF COMPELLING OR**
6 **INCENTING U S WEST PERFORMANCE?**

7 A. No. Many of the U S WEST interconnection agreements contain service
8 standards. While these standards provide some guidelines, they have no teeth.
9 This includes the provision contained in the AT&T interconnection agreement
10 with U S WEST. This provision specifically states that U S WEST will not be
11 assessed penalties or credits for failure to meet the service standards.¹⁹ In
12 addition, there are no mechanisms to compel performance that can be
13 implemented quickly, short of seeking a restraining order or injunction. The only
14 real way to pursue performance-related problems is to raise a complaint with the
15 Commission or commence an alternative dispute resolution procedure, which
16 takes time. Lengthy processes for the resolution of performance problems do not
17 create an incentive on the part of U S WEST to perform its obligations.

18 **E. Local Dialing Parity**

¹⁹ Section 52.1.1 of Part A of Agreement for Local Wireline Network Interconnection and Service Resale between AT&T Corp. and U S WEST Communications, Inc. by Order of the Arizona Commission on August 29, 1997.

1 **Q. ARE THERE ANY ISSUES WITH U S WEST'S FILING REGARDING**
2 **DIALING PARITY?**

3 A. Yes. There are issues with respect to dialing parity that arise from the
4 incompleteness of the U S WEST filing, how dialing parity for operator services
5 and interLATA services is provided and how U S WEST's contracts are
6 structured.

7 **Q. WHAT ISSUES ARE RAISED FOR DIALING PARITY DUE TO THE**
8 **INCOMPLETENESS OF THE U S WEST FILING?**

9 A. Dialing parity is fundamentally an issue of the local switch. The switch controls
10 the dialing patterns that are used. Since U S WEST has not yet offered checklist
11 information on unbundled switching or resale, it is impossible to completely
12 analyze its compliance with the provisions on dialing parity. For example, the
13 way in which U S WEST gives the CLEC access to customized routing on the
14 U S WEST switch can determine ultimate dialing parity.

15 **Q. WHAT ARE THE DIALING PARITY ISSUES WITH OPERATOR**
16 **SERVICES AND INTERLATA SERVICES?**

17 A. Dialing Parity for Operator Service will not be equal once U S WEST is providing
18 long distance. To reach a U S WEST operator you dial 0. To reach the AT&T
19 long distance operator you dial 00. U S WEST's assertion that long distance
20 parity is not applicable is very self-serving.²⁰ Most customers today dial 0 to

²⁰ Malone Affidavit, p. 8, l. 27.

1 reach an operator. Today when they dial 0 to make a long distance call, the
2 U S WEST operator directs them to a long distance carrier by telling them to dial
3 00. When U S WEST is given interLATA relief, customers dialing 0 for long
4 distance will no doubt have the call completed via the U S WEST interLATA
5 solution. U S WEST could also theoretically try to use QWEST to complete
6 Operator calls dialed by using 0. This is highly discriminatory and anti-
7 competitive. To provide equal treatment, U S WEST should ask the customer
8 who dials 0 for toll calls which IXC they wish to use to complete the call.

9 **Q. DO THE AGREEMENTS THAT U S WEST OFFER INDICATE**
10 **COMPLIANCE WITH SECTION 271 DIALING PARITY**
11 **REQUIREMENTS?**

12 A. No. In the agreements presented by U S WEST, the issue of compliance with the
13 dialing parity requirements of the Act are dealt with in only a very summary,
14 generalized way. An example of this can be found in Section IX of the ELI
15 agreement in which it is stated:

16 The Parties shall provide Dialing Parity to each other as required by
17 Section 251 (b)(3) of the Act. This Agreement does not impact either
18 Party's ability to default intraLATA toll via a specific dialing pattern until
19 otherwise required by the Act.

20 Beyond the obvious attempt by U S WEST to retain its intraLATA toll revenues,
21 the aspect of the provision which merely recites compliance with the Act is
22 exemplative of the majority of the U S WEST interconnection agreements in this
23 regard. They do not state that U S WEST will ensure that within a defined local

1 calling area all customers (ILEC And CLECs) served by U S WEST switches will
2 be able to dial the same number of digits to make a telephone call notwithstanding
3 the identity of the calling party's or called party's local telephone service
4 provider.²¹ They do not state that in the context of directory assistance or
5 operator services, U S WEST will process calls on terms equal to that of similar
6 calls originating from its own customers, including the amount of time U S WEST
7 takes to process incoming calls, the priority U S WEST assigns to such calls or an
8 equivalency of abandonment proof of such call.²² Without these affirmative
9 representations, one must scrutinize the degree to which U S WEST has
10 irreversibly established an equal basis to dialing parity for the CLECs. Until such
11 information is satisfactorily provided, U S WEST's satisfaction of checklist item
12 (xii) relating to dialing parity must be denied.

13 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

14 **A. Yes.**

15
16
17
18
19 G:\LAW\t\tribby\Arizona\KW Arizona 271 1.2.doc

²¹ Paragraph 71, Local Competition, Second Report and Order
²² Paragraph 161, Local Competition, Second Report and Order

CERTIFICATE OF SERVICE

I hereby certify that the original and 10 copies of AT&T's Reply Testimony to U S WEST's April 13, 1998 271 Compliance Filing regarding Docket No. T-00000B-97-0238, were hand delivered on this 26th day of May, 1998, to:

Arizona Corporation Commission
Docket Control – Utilities Division
1200 West Washington Street
Phoenix, AZ 85007

and that a copy of the foregoing was hand delivered this 26th day of May, 1998 to:

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and a true and correct copy was sent, via United States Mail, postage prepaid, on this 26th day of May, 1998, to:

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